

This page is a reference page used to track documents internally for the Division of Oil, Gas and Mining

Mine Permit Number S/047/0105 Mine Name Ashley Creek Mine
Operator Ashley Creek Properties Date Sent March 6 2012
TO _____ FROM _____

☐ CONFIDENTIAL ☒ BOND CLOSURE ☐ LARGE MAPS ☐ EXPANDABLE
☐ MULTIPUL DOCUMENT TRACKING SHEET ☐ NEW APPROVED NOI
☐ AMENDMENT ☐ OTHER _____

Description YEAR-Record Number

☐ NOI ☐ Incoming ☒ Outgoing ☐ Internal ☐ Superceded
Notice of File Closure and Release of Reclamation Surety
2012 03062012

☐ NOI ☐ Incoming ☐ Outgoing ☒ Internal ☐ Superceded
Bond File 2012-03062012

CONFIDENTIAL

☐ NOI ☐ Incoming ☐ Outgoing ☒ Internal ☐ Superceded
★ Bond File 2012-03062012

☐ NOI ☐ Incoming ☐ Outgoing ☐ Internal ☐ Superceded

☐ TEXT/ 81/2 X 11 MAP PAGES ☐ 11 X 17 MAPS ☐ LARGE MAP

COMMENTS: _____

CC: _____

Mine Name:

Other Agency File Number:

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION of OIL, GAS and MINING
1594 West North Temple, Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
(801) 538-5291
Fax: (801) 359-3940

---ooOoo---

SMALL MINE RECLAMATION CONTRACT

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between Ashley Creek Properties LLC the "Operator" and the Utah State Division of Oil, Gas and Mining ("Division").

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. 51047/0105 which the Operator has filed with the Division and has been determined by the Division to be complete (Complete NOI) as required by the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (2005, as amended) (hereinafter referred to as "Act") and the regulations adopted pursuant to the Act; and

WHEREAS, Operator is obligated to reclaim the lands affected by the mining operations in accordance with the Act and the regulations, and is obligated to provide a surety in a form and amount approved by the Division or the Board of Oil, Gas and Mining (Board) to assure reclamation of the lands affected by the mining operations.

NOW, THEREFORE, the Division and the Operator agree as follows:

1. Operator agrees to promptly reclaim in accordance with the requirements of the Act and applicable regulations, as they may be amended, all of the lands affected by the mining operations conducted or to be conducted pursuant to a Complete Notice of Intention.
2. The Lands Affected by the mining operations and subject to the requirements of the Act and this Contract include:

- A. All surface and subsurface areas affected or to be affected by the mining operations including but not limited to private on-site ways, roads, railroads; land excavations; drill sites and workings; refuse banks or spoil piles; evaporation or settling

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JUN 15 2011

DIV. OF OIL, GAS & MINING

ponds; stockpiles; leaching dumps; placer areas; tailings ponds or dumps; work, parking, storage, and waste discharge areas, structures, and facilities; and

- B. All mining disturbances regardless of discrepancies in the map and legal description, unless explicitly and clearly identified as EXCLUDED on maps, and legal descriptions included in the Complete NOI; provided lands may be excluded only if: (1) they were disturbed by mining operations that ceased prior to July 1, 1977; (2) the lands would be included but have been reclaimed in accordance with a complete notice or reclamation plan; or (3) the lands were disturbed by a prior operation for which there is no surety, no legally responsible entity or person, and which lands are not necessarily or incidentally intended to be affected by the mining operations as described in the Complete NOI.
- 3. The Operator shall be responsible for reclamation of all such Lands Affected regardless of errors or discrepancies in the maps or legal descriptions provided with the NOI which are intended to assist in determining the location of the mining operations, to describe the areas of disturbance, and to assist estimating the amount of surety required.
 - 4. The Operator prior to commencement of any mining operations and as a precondition to the rights under the Notice of Intention shall provide a surety in a form permitted by the Act and in an amount sufficient to assure that reclamation of the Lands Affected will be completed as required by the Act. The Surety shall remain in full force and effect according to its terms unless modified by the Division in writing. A copy of the agreement providing for the Surety for the reclamation obligations herein is included as **ATTACHMENT A** to this Contract.
 - 5. If the Surety expressly provides for cancellation or termination for non-renewal:
 - A. The Operator shall within 60 days following the Division's receipt of notice that the Surety will be terminated or cancelled, provide a replacement Surety sufficient in a form and amount, as required by the Act, to replace the cancelled surety; or
 - B. If the Operator fails to provide an acceptable replacement Surety within 60 days of notice of cancellation or termination, the Division may order the Operator to cease further mining activities, and without further notice proceed to draw upon letters of credit, to withdraw any amounts in certificates of deposit or cash and/or any other forms of surety, and to otherwise take such action as may be necessary to secure the rights of the Division to perfect its claim on the existing surety for the purpose of fully satisfying all of the reclamation

obligations incurred by the Operator prior to the date of termination, and the Division may thereafter require the Operator to begin immediate reclamation of the Lands Affected by the mining operations, and may, if necessary, proceed to take such further actions as may be required for the Division to forfeit the surety for the purpose of reclaiming the Lands Affected.

6. The Operator's liability under this Contract shall continue in full force and effect until the Division finds that the Operator has reclaimed the Lands Affected by mining operations in accordance with the Act and regulations, as amended. If the mining operations are modified or for any other reason vary from those described in the Complete Notice of Intention, the Operator shall immediately advise the Division, and the Notice of Intention shall be revised and the Surety amount shall be adjusted as necessary.
7. If reclamation of a substantial phase or segment of the Lands Affected by the mining operations is completed to the satisfaction of the Division, and the Division finds that such substantial phases or segments are severable from the remainder of the mining area, Operator may request the Division to find that Operator has reclaimed such area. If the Division makes such finding, Operator may make request to the Division for a reduction in the aggregate face amount of the Surety, and the Division may reduce the surety to an amount necessary to complete reclamation of the remaining mining operations as anticipated by the Complete Notice of Intention in accordance with the requirements of the Act and regulations, as amended.
8. Operator may, at any time, submit a request to the Division to substitute surety. The Division may approve such substitution if the substitute surety meets the requirements of the Act and the applicable rules.
9. Operator agrees to pay all legally determined public liability and property damage claims resulting from mining operations, to pay all permit fees, to maintain suitable records, to file all required reports, to permit reasonable inspections, and to fulfill all sundry reporting requirements applicable to the mine as required by the Act and implementing rules.
10. Operator agrees to indemnify and hold harmless the State, Board, and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
11. If Operator shall default in the performance of its obligations hereunder, Operator shall be liable for all damages resulting from the breach hereof including all costs, expenses, and reasonable attorney's fees incurred by the Division and/or the Board in the enforcement of this Contract.

12. Any breach of a material provision of this Contract by Operator may, at the discretion of the Division, in addition to other remedies available to it, result in an order by the Division requiring the Operator to cease mining operations, and may thereafter result in an Order, subject to an opportunity for notice and hearing before the Board, withdrawing and revoking the Notice of Intention, and requiring immediate reclamation by the Operator of the Lands Affected or forfeiture of the Surety.
13. In the event of forfeiture of the Surety, Operator shall be liable for any additional costs in excess of the surety amount that is required to comply with this Contract. Upon completion of the reclamation of all of the Lands Affected, any excess monies resulting from forfeiture of the Surety shall be returned to the rightful claimant.
14. The Operator shall notify the Division immediately of any changes in the Operator's registered agent, the Operator's address, form of business, name of business, significant changes in ownership, and other pertinent changes in the information required as part of the Notice of Intention. Notwithstanding this requirement, any changes to the Notice of Intention, and any errors, omissions, or failures to fully or accurately complete or update the information on the Notice of Intention, or the attached maps, shall not affect the validity of this Contract and the rights of the Division to enforce its terms.
15. If requested by the Division, the Operator shall execute addendums to this Contract to add or substitute parties, or to reflect changes in the Operator, Surety, and otherwise modify the Contract to reflect changes in the mining operations as requested by the Division. All modifications must be in writing and signed by the parties, and no verbal agreements, or modifications in any of the terms or conditions shall be enforceable.
16. This Contract shall be governed and construed in accordance with the laws of the State of Utah.

The signatory below represents that the Operator, if not a natural person, is a properly organized entity in good standing under the laws of Utah and the United States, is registered as an entity authorized to do business in the State of Utah, and that he/she is authorized to execute this Contract on behalf of the entity as Operator.

OPERATOR:

Ashley Creek Properties LLC
Operator Name

By Elizabeth A. Williams
Authorized Officer (Typed or Printed)

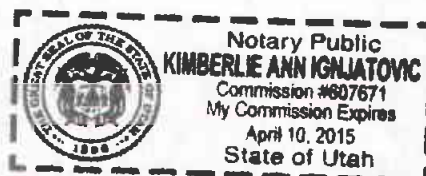
Manager
Authorized Officer - Position

Elizabeth A. Williams 6/7/2011
Officer's Signature Date


STATE OF Utah)
) ss:
COUNTY OF Salt Lake)

On the 7th day of June, 20 11, Elizabeth A. Williams
personally appeared before me, who being by me duly sworn did say that
he/she is an Manager (owner, officer, director, partner, agent
or other (specify)) of the Operator Ashley Creek Properties and duly
acknowledged that said instrument was signed on behalf of said Operator by
authority of its bylaws, a resolution of its board of directors or as may otherwise
be required to execute the same with full authority and to be bound hereby.

Kimberlie Ann Ignjatovic
Notary Public
Residing at Salt Lake City, Utah
April 10, 2015
My Commission Expires:



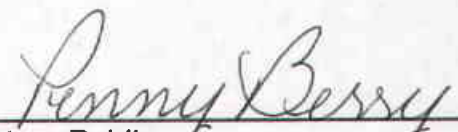
DIVISION OF OIL, GAS AND MINING:

By 
Dana Dean, P.E., Associate Director

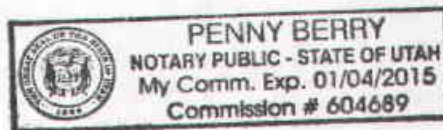
September 20, 2011
Date

STATE OF Utah)
COUNTY OF Salt Lake) ss:

On the 20 day of September, 2011, Dana Dean
personally appeared before me, who being duly sworn did say that he, the said
Dana Dean is the Associate Director of the Division of Oil, Gas and
Mining, Department of Natural Resources, State of Utah, and he duly acknowledged to
me that he executed the foregoing document by authority of law on behalf of the State
of Utah.


Notary Public
Residing at: Salt Lake

1/4/2015
My Commission Expires:



FACT SHEET

Commodity: Phosphate

Mine Name: Ashley Creek Properties LLC

Permit Number: E/047/0043

County: Uintah

Disturbed Acres: 25

Operator Name: Ashley Creek Properties LLC

Operator address: P.O. Box 58031

Operator telephone: 801-582-2677

Operator fax: 801-582-4338

Operator email: betzbill@gmail.com

Contact: Elizabeth A. Williams

Surety Type: Bond

Held by (Bank/BLM): CNA Surety (Moreton Ins. Co)

Surety Amount: \$ 25,100

Surety Account Number:

Escalation Year: 2015

Tax ID or Social Security (for cash only):

Surface owner: SITUA

Mineral owner: SITUA

UTU and/or ML number: ML 30662

***DOGM Contact: Penny Berry, State of Utah, Division of Oil Gas and Mining, 801 538 5291 or
bondcoordinator@utah.gov

FACT SHEET

Commodity: Phosphate

Mine Name: Ashley Creek Properties LLC

Permit Number: E/047/0043

County: Uintah

Disturbed Acres: 25 + 2 acres for due diligence w/ + \$16,900

Operator Name: Ashley Creek Properties LLC

Operator address: P.O. Box 58031

Operator telephone: 801-582-2677

Operator fax: 801-582-4338

Operator email: betzbill@gmail.com

Contact: Elizabeth A. Williams

Surety Type: Bond

Held by (Bank/BLM): CNA Surety (Moreton Ins. Co)

Surety Amount: \$ 25,100

Surety Account Number:

Escalation Year: 2015

Tax ID or Social Security (for cash only):

Surface owner: SITLA

Mineral owner: SITLA

UTU and/or ML number: ML 30662

***DOGM Contact: Penny Berry, State of Utah, Division of Oil Gas and Mining, 801 538 5291 or
bondcoordinator@utah.gov



GARY R. HERBERT
Governor

GREGORY S. BELL
Lieutenant Governor

State of Utah

DEPARTMENT OF NATURAL RESOURCES

MICHAEL R. STYLER
Executive Director

Division of Oil, Gas and Mining

JOHN R. BAZA
Division Director

March 5, 2012

Certified Return Receipt

~~7011-0110-0001-3568-3056~~ Fedex

Leah Carter
Travelers Casualty and Surety Company of America
c/o Marsh Canada Limited 1100, 222 - 3 Ave. SW
Calgary, Alberta T2P 0B4
Canada

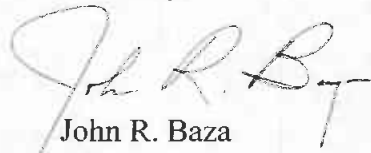
Subject: Authorization for Full Release of Reclamation Surety, # [REDACTED] Ashley Creek Properties, LLC, Ashley Creek Mine, S/047/0105, Uintah County, Utah

Dear Ms. Carter:

[REDACTED] Travelers Casualty and Surety Company of America is presently holding surety bond [REDACTED] for the benefit of the State of Utah, Division of Oil, Gas and Mining, as a form of reclamation surety for the Ashley Creek Mine. This letter authorizes full release of the surety in the amount of \$16,960.00. The permit is in the name of Ashley Creek Phosphate LLC, but the surety bond was submitted by Utah Phosphate Company. Utah Phosphate Company has submitted a replacement financial guarantee for reclamation of the disturbance.

If you have any questions or concerns, please contact Dana Dean at 801-538-5320, or Paul Baker at 801-538-5261. Thank you for your help in this matter.

Sincerely,


John R. Baza
Director

JRB:lah:pb

Enclosure: Original Surety Bond

cc: Utah Phosphate Co. - Jon Goode
WStokes@utah.gov

P:\GROUPS\MINERALS\WP\M047-Uintah\S0470105-AshleyCreek\final\BREL-4708-02292012.doc



May 24, 2006

Bond Number _____
Surety NAIC No. _____
Permit Number 91047/0105
Mine Name Ashley Creek

ATTACHMENT A
To
RECLAMATION CONTRACT
BETWEEN PRINCIPAL AND DIVISION

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
Division of Oil, Gas and Mining
1594 West North Temple Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
Telephone: (801) 538-5291
Fax: (801) 359-3940

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DIV. OF OIL, GAS & MINING

THE UTAH MINED LAND RECLAMATION ACT

SURETY BOND

The undersigned Utah Phosphate Company, as Principal,
a Corporation organized under the laws of the State of Delaware and
Travelers Casualty and Surety Company of America, as Surety, a Corporation
organized under the laws of the State of Connecticut hereby jointly and severally bind ourselves,
our heirs, administrators, executors, successors, and assigns, jointly and severally, unto the State of
Utah, Division of Oil, Gas and Mining ("Division") and _____
(other agency, if any) in the penal sum of Sixteen Thousand Nine Hundred Sixty ---
dollars (\$ 16,960.00).

This Surety Bond is provided to secure the obligations of the Principal, as set forth by the terms
and conditions of the Reclamation Contract, and any addendums thereto, to reclaim lands that will be
affected by mining operations as identified in the Notice of Intention received, or approved if
applicable, by the Division on the 22 day of August, 20 11.

The lands that are covered by this Surety Bond are the Lands Affected by mining
operations as defined and described in the above Notice, and the Mining and
Reclamation Plan if required, subject to terms and conditions of the Reclamation
Contract.

The condition of this obligation is that if the Division determines that Principal has
satisfactorily reclaimed the disturbed lands in accordance with the Mining and Reclamation Plan or
Notice and has faithfully performed all requirements of the Mined Land Reclamation Act, and

Bond Number _____
Surety NAIC No. _____
Permit Number S/047/0105
Mine Name Ashley Creek

complied with the Rules and Regulations adopted in accordance therewith, then this obligation shall be void; otherwise it shall remain in full force and effect. Failure of the Principal to fulfill the obligations specified by the Mined Land Reclamation Act and the Rules adopted there under, and in accordance with the specification of the Principal's Mining and Reclamation Plan or Notice, may result in forfeiture of this bond in accordance with the applicable statutes and regulations.

If the Mining and Reclamation Plan or Notice provides for periodic partial reclamation of the lands affected, and if the lands are reclaimed in accordance with such Plan or Notice, Act and regulations, then Principal may apply for a reduction in the amount of this Surety Bond. In the converse, if the Mining and Reclamation Plan or Notice provides for a gradual increase in the lands affected or the extent of disturbance, then, the Division may require that the amount of this Surety Bond be increased, with the written approval of the Surety. The amount of reclamation surety may also be adjusted as a result of a periodic review by the Division, which shall take into account inflation/deflation based upon an acceptable Costs Index, or at the request of the operator.

This bond may be canceled by Surety after ninety (90) days following receipt by the Division and Principal of written notice of such cancellation. Written notice to the Division and Principal as required by this paragraph shall be provided by certified mail or by a courier service that provides proof of delivery by signature of the recipient. Surety's liability shall then, at the expiration of said ninety (90) days, cease and terminate except that Surety will remain fully liable for all reclamation obligations of the Principal incurred prior to the date of termination.

Principal and Surety and their successors and assigns agree to guarantee said obligation and to indemnify, defend, and hold harmless the Division from any and all expenses (including attorney fees) which the Division may sustain in the collection of sums due hereunder.

Surety will give prompt notice to Principal and to the Division of the filing of any petition or the commencement of any proceeding relating to the bankruptcy, insolvency, reorganization, or adjustment of the debts of Surety, or alleging any violation or regulatory requirements which could result in suspension or revocation of the Surety's license to do business.

Surety is licensed to do business in Utah and is rated by A. M. Best as A- or better or rated as having Financial Performance Rating (FPR) of 8 or better, and is listed in the U. S. Department of Treasury's Circular "570." Upon incapacity of the Surety by reason of bankruptcy, insolvency, or suspension or revocation of its license, or upon failure to maintain the A. M. Best or FPR rating and listing on Circular "570", Principal shall be without adequate bond coverage as required by the Division and shall have 120 days after notice to replace the bond with other bonds acceptable to the Division. If the Principal does not replace this surety bond as required, the Division may order cessation of mining operations and commence actions to enforce its rights against the Surety. The Surety's liability shall continue and the Surety will remain fully liable for all reclamation obligations of the Principal incurred until this surety bond is forfeited, or the conditions of this obligation have been satisfied.

Page 3
MR-SUR
Attachment A
(revised May 24, 2006)

Bond Number _____
Surety NAIC No. _____
Permit Number S1047/0105
Mine Name Ashley Creek

IN WITNESS WHEREOF, the Principal and Surety hereunto set their signatures and seals as of the dates set forth below.

UTAH PHOSPHATE COMPANY
Principal (Permittee)

JON GOODE, VICE PRESIDENT
By (Name and Title typed):

Jon Goode
Signature

August 22, 2011
Date

Surety Company
Travelers Casualty and Surety
Company of America
Surety Company Name

Leah Carter
Surety Company Officer

Attorney in Fact
Title/Position

Leah Carter
Signature

c/o Marsh Canada Limited
1100, 222 - 3 Ave SW
Street Address

Calgary, AB T2P 0B4 Canada
City, State, Zip

403-476-3562
Phone Number

August 18, 2011
Date

Page 4
MR-SUR
Attachment A
(revised May 24, 2006)

Bond Number _____
Surety NAIC No. _____
Permit Number 51047/0105
Mine Name Ashley Creek

SO AGREED this 20th day of September, 20 11.

AND APPROVED AS TO FORM AND AMOUNT OF SURETY:



John R. Baza, Director
Utah State Division of Oil, Gas and Mining

*NOTE: Where one signs by virtue of Power of Attorney for a Surety, such Power of Attorney must be filed with this bond. If the Operator is a corporation, the bond shall be executed by its duly authorized officer.

Bond Number _____
Surety NAIC No. _____
Permit Number 5104710105
Mine Name Ashley Creek

AFFIDAVIT OF QUALIFICATION

*SEE ATTACHED POWER OF ATTORNEY DOCUMENT

On the _____ day of _____, 20 __, _____
personally appeared before me, who being by me duly sworn did say that he/she, the said
_____ is the _____ of
_____ and duly acknowledged that said instrument was signed on behalf
of said company by authority of its bylaws or a resolution of its board of directors and said
_____ duly acknowledged to me that said company executed the same, and that
he/she is duly authorized to execute and deliver the foregoing obligations; that said Surety is authorized
to execute the same and has complied in all respects with the laws of Utah in reference to becoming
sole surety upon bonds, undertaking and obligations.

Signed: _____
Surety Officer

Title: _____

STATE OF _____)
COUNTY OF _____) ss:

Subscribed and sworn to before me this _____ day of _____, 20 ____.

Notary Public
Residing at: _____

My Commission Expires:

_____, 20 ____.



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 223026

Certificate No. 004225922

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Mark Shaul, Tim Gale, Lois Innes, Leah Carter, and William Forsyth

of the City of Calgary, Alberta, State of Canada, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 12th day of November, 2010

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: George W. Thompson
George W. Thompson, Senior Vice President

On this the 12th day of November, 2010, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

EXPEDITE

AMENDMENT



State of Utah
DEPARTMENT OF COMMERCE
Division of Corporations & Commercial Code
Application Amending Authority to Conduct Affairs or Registration

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AUG 02 2011
Utah Div. Of Corp. & Comm. Code

Non-Refundable Processing Fee: Check Here If:

- ☒ Foreign Profit Corporation \$37.00 ☐ Foreign Nonprofit Corporation \$37.00
☐ Foreign Limited Partnership \$37.00 ☐ Foreign Limited Liability Company \$37.00

File Number: _____

If the business name has changed its name in the home state, a copy of the Certificate of Amendment or a certified copy of the amendment must accompany this application.

1. Check either or both of the following which apply:

- ☒ The name of the entity is changing its name in Utah to the new name of the corporation in the home state.
☐ The name of the entity is being changed in Utah to comply with Utah State Insurance Regulations.

2. Amending the business name:

Current Name in Utah: North Acquisition Co.

Name of Home State: Delaware

Business entity name in home state: Utah Phosphate Company

*The entity shall use as its name in Utah: Utah Phosphate Company

If the name is not available in Utah the corporation shall use _____

*The entity shall use its name as set forth, unless this name is not available.

3. Amending the duration of the business existence

The businesses period of duration is changed to: _____

4. Purpose of the business Mineral exploration

5. Amending the state or country of incorporation/registration

The entity's state or country of incorporation/registration is changed to: _____

6. Under penalties of perjury, I declare this Application to Amend the Certificate of Authority or Registration to be, to the best of my knowledge and belief, true and correct.

[Signature]
Signature

President
Title

8/1/2011
Date

Under GRAMA (63-2-201), all registration information maintained by the Division is classified as public record. For confidentiality purposes, you may use the business entity physical address rather than the residential or private address of any individual affiliated with the entity.

Mailing/Faxing Information: www.corporations.utah.gov/contactus.html Division's Website: www.corporations.utah.gov

UT621 - 01-25-2009 C T System Online

State of Utah
Department of Commerce
Division of Corporations and Commercial Code
I hereby certify that the foregoing has been filed
and approved on this 02 day of Aug, 20 11
in this office of this Division and hereby issued
This Certificate thereof.

Examiner to

Date 8-3-11



Kathy Berg
Kathy Berg
Division Director

Date: 08/02/2011
Receipt Number: 3637731
Amount Paid: \$582.50

Delaware

PAGE 1

The First State

I, JEFFREY W BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "NORTH ACQUISITION CO ", CHANGING ITS NAME FROM "NORTH ACQUISITION CO " TO "UTAH PHOSPHATE COMPANY", FILED IN THIS OFFICE ON THE TWENTY-NINTH DAY OF JULY, A D 2011, AT 3 59 O'CLOCK P M

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS

4658421 8100

110874021

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W Bullock, Secretary of State
AUTHENTICATION 8938325

DATE 08-01-11

State of Delaware
Secretary of State
Division of Corporations
Delivered 04 08 PM 07/29/2011
FILED 03 59 PM 07/29/2011
SRV 110874021 - 4658421 FILE

NORTH ACQUISITION CO
CERTIFICATE OF AMENDMENT
TO THE
CERTIFICATE OF INCORPORATION

NORTH ACQUISITION CO a corporation organized and existing under the General Corporation Law of the State of Delaware (the "Corporation") does hereby certify

1 The Corporation filed its original Certificate of Incorporation with the Secretary of State of the State of Delaware on February 23, 2009.


2 Item 1 of the Certificate of Incorporation (the "Certificate") is amended in its entirety to read as follows:

1 Name The name of the corporation is Utah Phosphate Company (the "Corporation").

3 The amendment of the Certificate was duly proposed and declared advisable by the Corporation's Board of Directors and adopted by the Corporation's stockholder in accordance with the provisions of Sections 228 and 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has signed this Certificate this 29th day of July, 2011.

NORTH ACQUISITION CO

By 
Name Ron A. Wilkinson
Title President

EXPEDITE

RECEIVED

JUN 22 2011

Utah Div. of Corp. & Comm. Code
This form must be type written or computer generated.



State of Utah
Department of Commerce
Division of Corporations & Commercial Code
Application for Authority to Conduct Affairs for a Foreign Corporation

A certification of Good Standing/Existence from the State of Incorporation dated no earlier than ninety (90) days prior to filing with this office is attached to this application.

Non-Refundable Processing Fee:		<input checked="" type="checkbox"/> Profit \$70.00	<input type="checkbox"/> Nonprofit \$30.00
1. Exact Corporate Name:		North Acquisition Co.	
2. A corporation of the state of:		Delaware	3. Date Incorporated: Feb. 23, 2009
4. The corporation's period of duration is:		Perpetual (usually perpetual)	
5. The address of the corporation's principal office is:		4582 S. Ulster Street, Suite 1700 Street Address Line 1 Street Address Line 2 City Denver State CO Zip 80237	
6. Who/What is the name of the Registered Agent (Individual or Business Entity or Commercial Registered Agent)? CRA Corporation System CRA Registration Number 7140008-0250 The address must be listed if you have a non-commercial registered agent. What is a commercial registered agent? Address of the Registered Agent: 1 Utah Street Address Required. PO boxes can be listed after the Street Address City: State UT Zip:			
7. If the name is not available in Utah the corporation shall use as it's name: (Please refer to U.C.A. 16-10a-1506)			
8. The corporation commenced or intends to commence business in Utah on:		Upon registration	
9. The names and addresses of the corporation's officers and directors are:			
Position:	Name	Address	City State Zip
President	Ron A. Wilkinson	13131 Lake Fraser Dr. S.E.	Calgary, Alberta T2J 7E8
Vice-President	Charles V. Magro	13131 Lake Fraser Dr. S.E.	Calgary, Alberta T2J 7E8
Secretary	Gary J. Daniel	13131 Lake Fraser Dr. S.E.	Calgary, Alberta T2J 7E8
Treasurer			
Director	Ron A. Wilkinson	13131 Lake Fraser Dr. S.E.	Calgary, Alberta T2J 7E8
Director	Jon D. Goode	3010 Conda Road	Soda Springs Idaho 83276
Director	Josh I Regan	3010 Conda Road	Soda Springs Idaho 83276
Other Vice President	Jon D. Goode	3010 Conda Road	Soda Springs Idaho 83276
10. The business purposes to be pursued in Utah are:		Any Lawful Purpose	
Under penalties of perjury, I declare that this application for Certificate of Authority has been examined by me and is, to the best of my knowledge and belief, true, correct and complete.			
Authorized Signer Signature:		Title: Director / Vice President	
Optional Inclusion of Ownership Information: This information is not required.			
Is this a female owned business?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Is this a minority owned business?		<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please specify: Select/Type the race of the owner here	
Under GRAMA (63-2-201), all registration information maintained by the Division is classified as public record. For confidentiality purposes, you may use the business entity physical address rather than the residential or private address of any individual affiliated with the entity.			

Mailing/Faxing Information: www.corporations.utah.gov/contactus.html Division's Website: www.corporations.utah.gov

Date: 06/22/2011
Receipt Number: 3599983
Amount Paid: \$338.00

State of Utah
Department of Commerce
Division of Corporations and Commercial Code
I hereby certify that this foregoing has been filed
and approved on this 22 day of June 2011
in this office of this Division and hereby issued
This Certificate therefor.

Examiner

Date: 6/23/11



Kathy Berg
Division Director

8032849

Delaware

PAGE 1

The First State

I, JEFFREY W BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "NORTH ACQUISITION CO " IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-FIRST DAY OF JUNE, A D 2011

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE


AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE

4658421 8300

110745491

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W Bullock, Secretary of State
AUTHENTICATION 8849976

DATE 06-21-11

From: (801) 538-5291
 Penny Berry
 Division Oil Gas Mining
 1594 West North Temple Suite 1210

Origin ID: SLCA



Salt Lake City, UT 84116
 UNITED STATES

SHIP TO: (403) 476-3562

BILL SENDER

Leah Carter
Travelers Casualty and Surety Co.
222 3 AVE SW APT 1100

CALGARY, AB T2P0B4
CA

Ship Date: 13MAR12
 ActWgt: 1.0 LB
 CAD: 5414880/INET3250

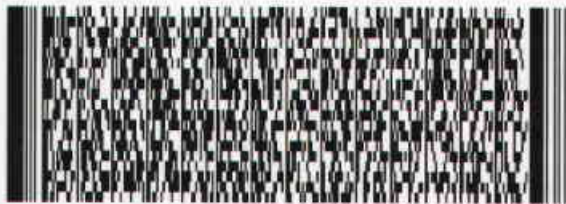
REF:
 DESC-1: Bonds
 DESC-2:
 DESC-3:
 DESC-4:
 EEI: NO EEI 30.36
 COUNTRY MFG: US
 CARRIAGE VALUE: 5.00 USD
 CUSTOMS VALUE: 5.00 USD
 T/C: S 305939820 D/T: S 305939820
 SIGN: Penny Berry
 EIN/VAT:
 PKG TYPE: ENV

AM
INTL PRIORITY

TRK# 7981 6150 8020
 0430

T2P 0B4
AB-CA
YYC

XH YYCB



512G181D5/A278

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For those shipments transported solely by road, if a conflict arises between the provisions of the CMR and this Air Waybill, the terms of the CMR shall prevail. **LIMITATION OF LIABILITY.** If not governed by the Warsaw Convention, the CMR, or other international conventions, orders, or requirements, FedEx's maximum liability for damage, loss, delay, shortage, mis-delivery, non-delivery, misinformation or failure to provide information in connection with your shipment is limited by this Agreement and as set out in the terms and conditions of the contract of carriage. Please refer to the contract of carriage set forth in the applicable FedEx Service Guide or its equivalent to determine the contractual limitation. FedEx does not provide cargo liability or all-risk insurance, but you may pay an additional charge for each additional U.S. \$100 (or equivalent local currency for the country of origin) of declared value for carriage. If a higher value for carriage is declared and the additional charge is paid, FedEx's maximum liability will be the lesser of the declared value for carriage or your actual damages. **LIABILITIES NOT ASSUMED. IN ANY EVENT, FEDEX WON'T BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL IN EXCESS OF THE DECLARED VALUE FOR CARRIAGE (INCLUDING BUT NOT LIMITED TO LOSS OF INCOME OR PROFITS) OR THE ACTUAL VALUE OF THE SHIPMENT, IF LOWER, WHETHER OR NOT FEDEX HAD ANY KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED.** FedEx won't be liable for your acts or omissions, including but not limited to incorrect declaration of cargo, improper or insufficient packaging, securing, marking or addressing of the shipment, or for the acts or omissions of the recipient or anyone else with an interest in the shipment or violations by any party of the terms of this agreement. FedEx won't be liable for damage, loss, delay, shortage, mis-delivery, non-delivery, misinformation or failure to provide information in connection with shipments of cash, currency or other prohibited items or in instances beyond our control, such as acts of God, perils of the air, weather conditions, mechanical delays, acts of public enemies, war, strike, civil commotion, or acts or omissions of public authorities (including customs and health officials) with actual or apparent authority. **NO WARRANTY.** We make no warranties, express or implied. **CLAIMS FOR LOSS, DAMAGE OR DELAY.** ALL CLAIMS MUST BE MADE IN WRITING AND WITHIN STRICT TIME LIMITS. SEE OUR TARIFF. **APPLICABLE FEDEX SERVICE GUIDE, OR STANDARD CONDITIONS OF CARRIAGE FOR DETAILS.** The Warsaw Convention provides specific written claims procedures for damage, delay or non-delivery of your shipment. Moreover, the interpretation and operation of the Warsaw Convention's claims provisions may vary in each country. Refer to the Convention to determine the claims period for your shipment. The right to damages against us shall be extinguished unless an action is brought within two years, as set forth in the Convention. FedEx is not obligated to act on any claim until all transportation charges have been paid. The claim amount may not be deducted from the transportation charges. If the recipient accepts the shipment without noting any damage on the delivery record, FedEx will assume the shipment was delivered in good condition. In order for us to consider a claim for damage, the contents, original shipping carton and packing must be made available to us for inspection. **MANDATORY LAW.** Insofar as any provision contained or referred to in this Air Waybill may be contrary to any applicable international treaties, laws, government regulations, orders or requirements such provisions shall remain in effect as a part of our agreement to the extent that it is not overridden. The invalidity or unenforceability of any provisions shall not affect any other part of this Air Waybill. Unless otherwise indicated, **FEDERAL EXPRESS CORPORATION**, 2005 Corporate Avenue, Memphis, TN 38132, USA, is the first carrier of this shipment. Email address located at www.fedex.com.

From: (801) 538-5291
Penny Berry
Division Oil Gas Mining
1594 West North Temple Suite 1210

Origin ID: SLCA



J12101112100326

Ship Date: 13MAR12
ActWgt: 1.0 LB
CAD: 5414880/INET3250

Salt Lake City, UT 84116
UNITED STATES

SHIP TO: (403) 476-3562

BILL SENDER

Leah Carter
Travelers Casualty and Surety Co.
222 3 AVE SW APT 1100

REF:
DESC-1: Bonds
DESC-2:
DESC-3:
DESC-4:
EEI: NO EEI 30.36
COUNTRY MFG: US
CARRIAGE VALUE: 5.00 USD
CUSTOMS VALUE: 5.00 USD
T/C: S 305939820 D/T: S 305939820
SIGN: Penny Berry
EIN/VAT:
PKG TYPE: ENV

CALGARY, AB T2P0B4
CA

AM
INTL PRIORITY

TRK# 7981 6150 8020
0430

T2P 0B4
AB-CA
YYC

XH YYCB



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From: (801) 538-5291
 Penny Berry
 Division Oil Gas Mining
 1594 West North Temple Suite 1210

Origin ID: SLCA



JF210111210026

Salt Lake City, UT 84116
 UNITED STATES

SHIP TO: (403) 476-3562

BILL SENDER

Leah Carter
 Travelers Casualty and Surety Co.
 222 3 AVE SW APT 1100

CALGARY, AB T2P0B4
 CA

Ship Date: 13MAR12
 ActWgt: 1.0 LB
 CAD: 5414880/INET3250

REF:
 DESC-1: Bonds
 DESC-2:
 DESC-3:
 DESC-4:
 EEI: NO EEI 30.36
 COUNTRY MFG: US
 CARRIAGE VALUE: 5.00 USD
 CUSTOMS VALUE: 5.00 USD
 T/C: S 305939820 D/T: S 305939820
 SIGN: Penny Berry
 EIN/VAT:
 PKG TYPE: ENV

AM
 INTL PRIORITY

TRK# 7981 6150 8020

0430

T2P 0B4
 AB-CA
 YYC

XH YYCB



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GARY R. HERBERT
Governor

GREGORY S. BELL
Lieutenant Governor

State of Utah

DEPARTMENT OF NATURAL RESOURCES

MICHAEL R. STYLER
Executive Director

Division of Oil, Gas and Mining

JOHN R. BAZA
Division Director

March 5, 2012

Certified Return Receipt
7011 0110 0001 3568 3063

Continental Casualty Company
c/o Fred A. Moreton and Company
709 East South Temple
Salt Lake City, Utah 84102

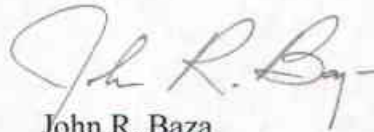
Subject: Authorization for Full Release of Reclamation Surety# _____ Ashley Creek
Properties LLC, Ashley Creek Mine, S/047/0105, Uintah County, Utah

Dear Sir or Madame:

Continental Casualty Company is presently holding surety bond _____ for the benefit of the State of Utah, Division of Oil, Gas and Mining, as a form of reclamation surety for the Ashley Creek Mine. This letter authorizes full release of the surety in the amount of \$25,100.00. A new exploration permit covers the existing disturbance.

If you have any questions or concerns, please contact Dana Dean at 801-538-5320, or Paul Baker at 801-538-5261. Thank you for your help in this matter.

Sincerely,


John R. Baza
Director

JRB:lah:pb

Enclosure: Original surety bond

cc: Ashley Creek Phosphate LLC. – Elizabeth Williams
WStokes@utah.gov

P:\GROUPS\MINERALS\WP\M047-Uintah\S0470105-AshleyCreek\final\BREL-4711-03052012.doc



80470043

Leslie I believe
This was intended
for DOGM I told
Betty [(801) 715-7038]
that you would not
release the Bond
unless the reclamation
was completed. SITLA
will only sign off
on DOGM's recommendation
I explained all this
to Betty

Will Stokes
8-26-07

COPY OF BOND
HELD BY STATE
LANDS

GENERAL PURPOSE RIDER

To be attached to and form part of Bond Number _____ effective 8/30/1984 issued by the
Continental Casualty Company in the amount of Twenty five thousand one hundred and 00/100
(\$25,100.00) DOLLARS, on behalf of Ashley Creek Properties, LLC as Principal and in favor of State of Utah
as Obligee:

Now, Therefore, it is agreed that:
The PERMIT NUMBER shall be changed:

FROM: E/047/0043

TO: S/047/0105

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This rider is to be effective the 27th day of September, 2011.

Signed, sealed and dated this 27th day of September, 2011.

Ashley Creek Properties LLC

Continental Casualty Company

By: Wimsett A. Williams, mgr
(Principal)

BY: Bette J. Croshaw
(Surety)
Bette J. Croshaw, Attorney-in-Fact

Accepted By:

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

William R Moreton, Jonathan M Jepsen, Philip S Walter, Judy A Parry, Bette J Croshaw, , Individually

of Salt Lake City, UT, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Senior Vice President and their corporate seals to be hereto affixed on this 9th day of September, 2009.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Jacquelyne M. Belcastro Senior Vice President

State of Illinois, County of Cook, ss:

On this 9th day of September, 2009, before me personally came Jacquelyne M. Belcastro to me known, who, being by me duly sworn, did depose and say: that she resides in the City of Chicago, State of Illinois; that she is a Senior Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that she knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires September 17, 2013

Eliza Price Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 27th day of September, 2011.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Mary A. Ribikawskis Assistant Secretary

CHANGE RIDER

Rider to be attached to and form a part of Bond Number 009 260 052 dated the
30th day of August, 1984, executed by Continental Casualty Company
(the "Surety") Ashley Creek Properties, LLC (Principal)

in favor of State of Utah (the "Obligee")

The Principal and the Surety hereby consent to changing the attached bond as follows:

The AMOUNT of the bond shall be increased:

FROM: Twenty thousand and no/100-----(\$20,000.00)

TO: Twenty five thousand one hundred and no/100--(\$25,100.00)

This change is effective 19th day of April, 2011.

The attached bond shall be subject to all of its terms, conditions and limitations except as
herein modified.

Signed, sealed and dated this 19th day of April, 2011.

WITNESS or ATTEST

Ashley Creek Properties LLC

Nick M. Boyer

(Principal)
By: Elizabeth J. Williams, Manager
Name: Title

Continental Casualty Company (Surety)

By: Bette J. Croshaw (Seal)
Bette J. Croshaw Attorney-in-Fact

ACCEPTED:

John R. Baza
Name: John R. Baza (Obligee)
Title: Director, Utah DOGM
Date: 5/2/11

RECEIVED
APR 26 2011
DIV. OF OIL, GAS & MINING

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

William R Moreton, Jonathan M Jepsen, Philip S Walter, Judy A Parry, Bette J Croshaw, , Individually

of Salt Lake City, UT, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

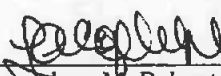
and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Senior Vice President and their corporate seals to be hereto affixed on this 9th day of September, 2009.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

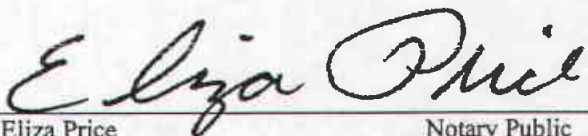
 El. Belcastro
Jacquelyne M. Belcastro Senior Vice President

State of Illinois, County of Cook, ss:

On this 9th day of September, 2009, before me personally came Jacquelyne M. Belcastro to me known, who, being by me duly sworn, did depose and say: that she resides in the City of Chicago, State of Illinois; that she is a Senior Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that she knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires September 17, 2013



Eliza Price Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 19th day of April, 2011.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania


Mary A. Ribikawskis Assistant Secretary

RECEIVED

AUG 26 2009

TRUST LANDS
ADMINISTRATION**CNA SURETY**

230 South 500 East, Suite 480, Salt Lake City, UT 84102 (801) 321-4971

AUGUST 25, 2009

REQUEST FOR RELEASE

Cert No 7001 1140 0004 7535 7823

OBLIGEE: State of Utah

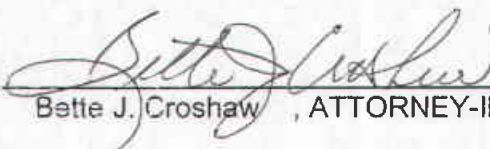
ATTN: WILL STOKES
STATE OF UTAH – DEPT. OF NATURAL RESOURCES
DIVISION OF OIL, GAS & MINING
675 E 500 S #500
SALT LAKE CITY, UT 84102

Notice is hereby given of a Request for Release of this Company's Suretyship on behalf of ASHLEY CREEK PROPERTIES, LLC (principal) located in SALT LAKE CITY, UT for TWENTY THOUSAND AND 00/100 DOLLARS (\$20,000.00) under Bond No. 926 00 52 originally issued on or about AUGUST 30, 1984.

Please accept notice of this Request for Release to be effective on AUGUST 30, 2009. Please sign below and return a copy of this notice in the envelope provided.

CONTINENTAL CASUALTY COMPANY

By:


Bette J. Croshaw, ATTORNEY-IN-FACTType of Bond: RECLAMATION BOND – PHOSPHATE MINING LEASE
ML 30662, ML 30663CC: AGENT Moreton & Company
PRINCIPAL Ashley Creek Properties LLC

OBLIGEE: The Obligee hereby gives a complete and qualified release of liability by acknowledging the receipt and acceptance of this Request for Release of liability.

Obligee
Accepted: _____ Date: _____

A copy of the Obligee's signed acceptance must be returned to the Surety.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

William R. Moreton, Jonathan M. Jepsen, Bette J. Croshaw, Judy A. Parry, Philip S. Walter, Individually

of Salt Lake City, UT, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Senior Vice President and their corporate seals to be hereto affixed on this 16th day of February, 2009.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Robert M. Mann Senior Vice President

State of Illinois, County of Cook, ss:

On this 16th day of February, 2009, before me personally came Robert M. Mann to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Chicago, State of Illinois; that he is a Senior Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires September 17, 2009

Eliza Price Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 25th day of August, 2009.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Mary A. Ribikawskis Assistant Secretary

TRUST LANDS
ADMINISTRATION
Approve S DT
Deny _____

mt 1047/027 now
8/047/043
May 20, 1998
Mineral Actions
Page M-23

EXPIRATION OF MATERIALS PERMIT

The Materials Permit listed below has reached the end of its term and expired on the date listed.

Lease No. 47526-MP
Rock-It-Stone Works
1550 Old Farm Rd
Duchesne, UT 84021

T6S, R1W, SLB&M.

Sec.32: Lot 6

Utah County
42.76 acres

FUND: SCH

Expiration Date: April 2, 199

ML 45089-BSLS, CHIMNEY ROCK RESOURCES INC.; RECEIPT OF FUNDS, C.D. 2420731

On February 11, 1998, the Director approved a settlement agreement whereby Chimney Rock Resources forfeited Time Certificate of Deposit No. 2420731, Account No. 1431552420731, First Security Bank, in the Principle amount of \$2,000, plus accrued interest, to the Trust Lands Administration. The funds totaling \$2,199.88 have been received and are held in Suspense, pending their use in mitigating damages to the leased lands.

Upon recommendation of Mr. Blake the Director noted the receipt of the above described funds by the Trust Lands Administration.

FUND: SCH

RECEIVED

MAR 20 2003

ML 44276-BSLS; CORRECTION OF DIRECTOR'S MINUTES OF MARCH 4, 1998

DIV. OF OIL, GAS & MINING

On the Director's minutes of March 4, 1998, the above numbered lease was terminated and the lands were recommended for offering through the simultaneous filing process. Building stone and limestone are presently withdrawn from mineral leasing and the lands should not be offered through the simultaneous filing process. The lands are rather available for the issuance of mineral materials permits and other business arrangements for building stone and limestone.

Upon recommendation of Mr. Blake the Director noted the above correction.

FUND: SCH

AMENDMENT OF SURETY BOND # 926-00-52 - ASHLEY CREEK PHOSPHATE, LEASES ML-30662, ML-30663 & ML-47679

On May 12, 1998, Ashley Creek Phosphate submitted a General Purpose Rider to be attached to Bond number 926-00-52, issued by Continental Casualty Company, with an original effective date of August 30, 1984. The rider, with an effective date of May 11, 1998, increases the amount the bond from \$10,000.00 to \$20,000.00 to cover reclamation of increased exploration activity on the lands encompassed by the above referenced phosphate leases.

Upon the recommendation of Mr. Stokes, the Director approved the acceptance of the rider dated May 11, 1998, increasing the amount of liability to \$ 20,000.00 under the above numbered bond.

FUND: SCH



RECEIVED

MAR 20 2003

m/047/027

DIV. OF OIL, GAS & MINING

GENERAL PURPOSE RIDER

To be attached to and form part of Bond Number _____ effective August 30, 1984
issued by the Continental Casualty Company in the amount of
Ten Thousand and No/100-- DOLLARS, on behalf of Ashley Creek Phosphates Company
(\$10,000.00)
as Principal and in favor of State of Utah as obligee:

Now, Therefore, it is agreed that:

The penalty on the captioned bond shall be changed as follows:

FROM: Ten Thousand and No/100 Dollars (\$10,000.00)

TO: Twenty Thousand and No/100 Dollars (\$20,000.00)

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This rider is to be effective the 11th day of May 19 98

Signed, sealed and dated this 11th day of May 19 98

Continental Casualty Company

By:

Gary W. Manville

Attorney-in-Fact

Accepted By:

Ashley Creek Phosphates Company

John D. Archer, President

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That CONTINENTAL CASUALTY COMPANY, an Illinois corporation, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, a Connecticut corporation, AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA, a Pennsylvania corporation (herein collectively called "the CNA Surety Companies"), are duly organized and existing corporations having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signature and seals herein affixed hereby make, constitute and appoint Gary W. Marville, William R. Moreton, Jonathan M. Jepsen, Sharron Rushton, Philip S. Walter, Individually

of Salt Lake City, Utah

their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their corporations and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the corporations.

In Witness Whereof, the CNA Sureties Companies have caused these presents to be signed by their Group Vice President and their corporate seals to be hereto affixed on this 12th day of September, 1995.



CONTINENTAL CASUALTY COMPANY
NATIONAL FIRE INSURANCE COMPANY OF HARTFORD
AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA

M.C. Vonnahme

Group Vice President

State of Illinois, County of Cook, ss:

On this 12th day of

September

1995

, before me personally came M. C. Vonnahme, to me known, who, being by me duly sworn, did depose and say: that he resides in the Village of Darien, State of Illinois; that he is a Group Vice President of CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA described in and which executed the above instrument; that he knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



My Commission Expires October 19, 1998

Linda C. Dempsey

Notary Public

CERTIFICATE

I, John M. Littler, Assistant Secretary of CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of each corporation printed on the reverse hereof are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seals of the said corporations this 11th day of May, 1998

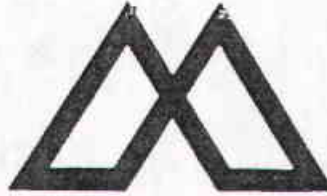


CONTINENTAL CASUALTY COMPANY
NATIONAL FIRE INSURANCE COMPANY OF HARTFORD
AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA

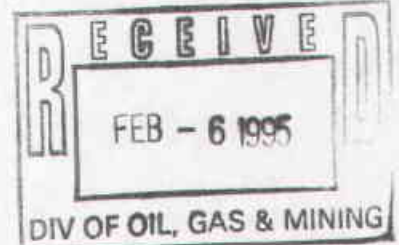
John M. Littler

Assistant Secretary

M/047/027 - E/047/010



FRED A. MORETON & COMPANY



May 7, 1985



STATE OF UTAH
DEPT. OF NATURAL RESOURCES
3100 State Office Building
Salt Lake City, Utah 84114

Re: John D. Archer, Elizabeth B. Archer,
Elizabeth Daley Trust & Elizabeth
Archer Elbe Trust
Bond of Lessee
#926-00-52

Dear Sirs,

Enclosed for filing is the rider for the above captioned bond increasing the amount of the bond from \$5,000.00 to \$10,000.00.

If you have any questions regarding the bond, please let us know.

Very truly yours,

Susan Rushton

Susan Rushton

encl.



CNA INSURANCE COMPANIES

CNA Plaza
Chicago, Illinois 60685

INCREASE — DECREASE RIDER

To be attached to and made a part of Bond No. _____ Issued by the _____
CONTINENTAL CASUALTY COMPANY (hereinafter called the Surety), on behalf of
JOHN D. ARCHER, ELIZABETH B. ARCHER, ELIZABETH
DALEY TRUST & ELIZABETH ARCHER ELBE TRUST (hereinafter called the Principal), in favor of
STATE OF UTAH (hereinafter called the Obligee), and
dated the 30th day of August, 19 84.

In consideration of the premium charged for the attached bond and other good and valuable consideration it is understood and agreed that effective the 6th day of May, 19 85, and subject to all the terms, conditions and limitations of the attached bond, the penal sum thereof shall be and the same is hereby (increased) (~~decreased~~) from the sum of five thousand and no/100----- Dollars, (\$ 5,000.00--), to the sum of ten thousand and no/100----- Dollars, (\$ 10,000.00--).

It is further understood and agreed that subject to all the terms, conditions and limitations of the attached bond, the aggregate liability of the Surety for any loss occurring prior to said date shall not exceed the sum of five thousand and no/100----- Dollars, (\$ 5,000.00--), or for any loss occurring subsequent to said date shall not exceed the sum of ten thousand and no/100----- Dollars, (\$ 10,000.00). In no event, however, shall the aggregate liability of the Surety exceed the larger of the aforementioned sums, it being the intent hereof to preclude cumulative liability.

Signed sealed and dated this 6th day of May, 19 85.

The above is hereby agreed to and accepted:

By: _____

CONTINENTAL CASUALTY COMPANY

Surety

By: Gary W. Manville Attorney-in-Fact

GARY W. MANVILLE
FRED A. MORETON & COMPANY
P.O. Box 8139
Salt Lake City, Utah 84108

**AFFIDAVIT OF QUALIFICATION
FOR SURETY COMPANIES**

STATE OF UTAH }
COUNTY OF SALT LAKE } SS

..... Gary W. Manville BEING FIRST DULY SWORN, ON OATH DE-
POSES AND SAYS THAT HE IS THE ATTORNEY-IN-FACT OF SAID COMPANY,
AND THAT HE IS DULY AUTHORIZED TO EXECUTE AND DELIVER THE
FOREGOING OBLIGATIONS: THAT SAID COMPANY IS AUTHORIZED TO EXE-
CUTE THE SAME AND HAS COMPLIED IN ALL RESPECTS WITH THE LAWS OF
UTAH IN REFERENCE TO BECOMING SOLE SURETY UPON BONDS, UNDER-
TAKINGS AND OBLIGATIONS.

SUBSCRIBED AND SWORN TO BE-
FORE ME, THIS 6th DAY OF
..... May , A.D., 19..85.....

..... Susan J. Rushton
(SIGNATURE OF NOTARY PUBLIC)

(SEAL) Susan J. Rushton
MY COMMISSION EXPIRES:

..... 9-2-85
.....

..... Gary W. Manville
(SIGNATURE OF OFFICER OR AGENT)

Gary W. Manville
645 East South Temple
Salt Lake City, Utah 84102
.....
(RESIDENCE)

(SURETY SEAL)

(THIS FORM REQUIRED TO BE FILLED
OUT BY SECTION 31-24-3, UCA 1953)

STATE OF UTAH
BOND OF LESSEE

E/047/010 (M/047/027)

KNOW ALL MEN BY THESE PRESENTS, that we JOHN D. ARCHER, ELIZABETH B. ARCHER, ELIZABETH Daley Trust & Elizabeth Archer Elbe Trust, P.O. Box 8031, SLC, Utah 84108 Address

as principal and CONTINENTAL CASUALTY COMPANY, as surety, are held and firmly bound unto the State of Utah in the sum of five thousand and no/100 Dollars (\$5,000.00) lawful money of the United States to be paid to the Board of State Lands and Forestry, as agent for the State of Utah, for the use and benefit of the State of Utah, and of any patentee or purchaser of any portion of the land covered by the hereinafter described lease heretofore sold or which may hereafter be sold with a reservation to the State of Utah, on the surface or of other mineral deposits of any portion of such lands, for which payment, will and truly to be made, we bind ourselves, and each of us, and each of our heirs, executors, administrators, successors, sub-lessees, and assignees, jointly and severally by these presents.

Signed with our hands and seals this 30th day of August in the year of our Lord, 1984.

The condition of the foregoing obligation is such that,

WHEREAS, The State of Utah, as Lessor, issued a(n) Phosphate Mining lease, ^{Lease Number} ML 30662, ML30662 and dated , to above captioned Principals as lessee (and said lease has been duly assigned under date of to) to drill for, mine, extract, and remove all of the Phosphate deposits in and under the following described lands to wit:

NOW, THEREFORE, THE principal shall be obligated to pay all monies, rentals, royalties, cost of reclamation, damages to the surface and improvements thereon and any other costs which arise by operation of the above described lease(s) accruing to the Lessor and shall fully comply with all other terms and conditions of said lease, the rules, regulations, and policies relating thereto of the Board of State Lands and Forestry, Division of State Lands and Forestry, the Board of Oil, Gas and Mining, and the Division of Oil, Gas and Mining as they may now exist or may from time to time be modified or amended. This obligation is in effect even if the principal has conveyed part of the purchase agreement interest to a successor in interest. If the principal fully satisfies the above described obligations, then the surety's obligation to make payment to the State of Utah is void and of no effect, otherwise, it shall remain in full force and effect until released by the Division of State Lands and Forestry.

Signed, sealed and delivered in the presence of

John D. Archer, Elizabeth B. Archer, Elizabeth Daley Trust & Elizabeth Archer Elbe Trust

Witness

Witness

 (SEAL)
Principal

BONDING COMPANY BY
Gary W. Manville Attorney-in-Fact

Attest:
Resident Agent:

APPROVED AS TO FORM:
DAVID L. WILKINSON
ATTORNEY GENERAL

Bonding Co. Address: 649 E. So. Temple, SLC, Utah 84102

Corporate Seal of Bonding Company Must be Affixed.


**AFFIDAVIT OF QUALIFICATION
FOR SURETY COMPANIES**

STATE OF UTAH }
COUNTY OF SALT LAKE } SS

Gary W. Manville

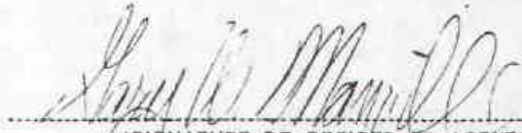
..... BEING FIRST DULY SWORN, ON OATH DE-
POSES AND SAYS THAT HE IS THE ATTORNEY-IN-FACT OF SAID COMPANY,
(OFFICER OR AGENT)
AND THAT HE IS DULY AUTHORIZED TO EXECUTE AND DELIVER THE
FOREGOING OBLIGATIONS: THAT SAID COMPANY IS AUTHORIZED TO EXE-
CUTE THE SAME AND HAS COMPLIED IN ALL RESPECTS WITH THE LAWS OF
UTAH IN REFERENCE TO BECOMING SOLE SURETY UPON BONDS, UNDER-
TAKINGS AND OBLIGATIONS.

SUBSCRIBED AND SWORN TO BE-
FORE ME, THIS 30th DAY OF
August, A.D., 1984


(SIGNATURE OF NOTARY PUBLIC)

(SEAL) Carrie R. Adams
MY COMMISSION EXPIRES:

11-29-86


(SIGNATURE OF OFFICER OR AGENT)
Gary W. Manville
649 East South Temple
Salt Lake City, Utah 84102
(RESIDENCE)

(SURETY SEAL)

(THIS FORM REQUIRED TO BE FILLED
OUT BY SECTION 31-24-3, UCA 1953)



CNA INSURANCE COMPANIES

CNA Plaza
Chicago, Illinois 60685

INCREASE — DECREASE RIDER

To be attached to and made a part of Bond No. _____, issued by the _____,
CONTINENTAL CASUALTY COMPANY, (hereinafter called the Surety), on behalf of
JOHN D. ARCHER, ELIZABETH B. ARCHER, ELIZABETH
DALEY TRUST & ELIZABETH ARCHER ELBE TRUST, (hereinafter called the Principal), in favor of
STATE OF UTAH, (hereinafter called the Obligee), and
dated the 30th day of August, 19 84.

In consideration of the premium charged for the attached bond and other good and valuable consideration it is understood and agreed that effective the 6th day of May, 19 85, and subject to all the terms, conditions and limitations of the attached bond, the penal sum thereof shall be and the same is hereby (increased) (~~decreased~~) from the sum of five thousand and no/100----- Dollars, (\$ 5,000.00--), to the sum of ten thousand and no/100----- Dollars, (\$ 10,000.00--).

It is further understood and agreed that subject to all the terms, conditions and limitations of the attached bond, the aggregate liability of the Surety for any loss occurring prior to said date shall not exceed the sum of five thousand and no/100----- Dollars, (\$ 5,000.00--), or for any loss occurring subsequent to said date shall not exceed the sum of ten thousand and no/100----- Dollars, (\$ 10,000.00). In no event, however, shall the aggregate liability of the Surety exceed the larger of the aforementioned sums, it being the intent hereof to preclude cumulative liability.

Signed sealed and dated this 6th day of May, 19 85.

The above is hereby agreed to and accepted:

By: _____

CONTINENTAL CASUALTY COMPANY

Surety

By: Gary W. Manville Attorney-in-Fact

Gary W. Manville
FRED A. MORETON & COMPANY
P.O. Box 8139
Salt Lake City, Utah 84103



GENERAL PURPOSE RIDER

To be attached to and form part of Bond Number

effective August 30, 1984

issued by the Continental Casualty Company

in the amount of

ten thousand and no/100---- DOLLARS, on behalf of JOHN D. ARCHER, ELIZABETH B. ARCHER,
ELIZABETH DALY TRUST & ELIZABETH ARCHER EBLE TRUST

as Principal and in favor of

STATE OF UTAH

as obligee:

Now, Therefore, it is agreed that: the name of the principal on the above captioned bond
is hereby corrected to read:

ASHLEY CREEK PHOSPHATES COMPANY

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This rider is to be effective the 24 day of September 1985

Signed, sealed and dated this 24 day of September 19 85
John D. Archer, Elizabeth B. Archer,
Elizabeth Daly Trust & Elizabeth Archer
Eble Trust

accepted ~~old name~~

By:

Accepted By:

Ashley Creek Phosphates Company

accepted ~~new name~~

By:

Continental Casualty Company

By:

Gary W. Manville
Fred A. Moreton & Company
649 East South Temple
Salt Lake City, Utah 84102

Attorney-in-Fact

Penny Berry - RE: Ashley Creek Rider

From: Leslie Heppler
To: Bette@moreton.com
Date: 9/23/2011 6:15 PM
Subject: RE: Ashley Creek Rider
CC: PennyBerry@utah.gov

Yes, that is correct. You have to go back several riders to find the old number. Please reference the total new amount (25,100? - I think). The new rider should reference all money to S/047/0105. Ms. Berry listed above is the expert bond coordinator. I really appreciated your quick response and all your help. Thanks again - Leslie

>>> "Bette Croshaw" 09/23/11 8:33 AM >>>

I am a little confused, because on the rider increasing the bond amount there is no mention of any of these numbers E/047/0043 or S/047/0105.

Can I do a rider referencing this last number?

Thanks for your help.

Bette Croshaw
Moreton & Company
Sr. Account Manager
801 715 7038
bette@moreton.com
709 E South Temple
Salt Lake City, Utah 84102

From: Leslie Heppler [mailto:lheppler@utah.gov]
Sent: Thursday, September 22, 2011 7:48 PM
To: betzbill@gmail.com; Bette Croshaw
Cc: Penny Berry
Subject: Re: Ashley Creek Rider

Thanks Bill !! If there is any question on the format of the surety rider, please contact Penny Berry cc'd above.
thanks again - Leslie

>>> "B. Williams" 09/22/11 4:33 PM >>>
Good afternoon Bette.

As we discussed, Ashley Creek Properties increased the Surety Bond to \$25,100.00. This was done at the time we were applying for a Small Mine Operation. After the Surety Bond was approved and issued, the Utah Division of Oil, Gas and Mining issued us a new Small Mine Operations number.

It has been brought to our attention that the Surety Bond is issued to our old Exploration number and the Rider needs to be for the new number which DOGM has assigned to us for the Small Mine Operation.

Our old number is: E/047/0043

Our new number is: S/047/0105

If we could have the Rider re-written or changed to reflect S/047/0105 it would be greatly appreciated.

Thank you ever so much for your assistance in this matter.

Best regards,

Elizabeth A. Williams
Manager, Ashley Creek Properties
801-582-2677

This electronic message, including any attachments, is intended only for the use of the addressee(s) named above and may contain legally privileged and/or confidential information. If you are not the intended recipient of this message, you are notified that any dissemination, distribution or copying of this message is strictly prohibited. If you received this message in error, please immediately notify the sender by telephone and delete the original message.

Penny Berry - Re: Ashley Creek Rider

From: Leslie Heppler
To: betzbill@gmail.com; Bette@moreton.com
Date: 9/22/2011 7:47 PM
Subject: Re: Ashley Creek Rider
CC: PennyBerry@utah.gov

Thanks Bill !! If there is any question on the format of the surety rider, please contact Penny Berry cc'd above.
thanks again - Leslie

>>> "B. Williams" 09/22/11 4:33 PM >>>
Good afternoon Bette.

As we discussed, Ashley Creek Properties increased the Surety Bond to \$25,100.00. This was done at the time we were applying for a Small Mine Operation. After the Surety Bond was approved and issued, the Utah Division of Oil, Gas and Mining issued us a new Small Mine Operations number.

It has been brought to our attention that the Surety Bond is issued to our old Exploration number and the Rider needs to be for the new number which DOGM has assigned to us for the Small Mine Operation.

Our old number is: E/047/0043

Our new number is: S/047/0105

If we could have the Rider re-written or changed to reflect S/047/0105 it would be greatly appreciated.

Thank you ever so much for your assistance in this matter.

Best regards,

Elizabeth A. Williams
Manager, Ashley Creek Properties
801-582-2677



GARY R. HERBERT
Governor

GREGORY S. BELL
Lieutenant Governor

State of Utah

DEPARTMENT OF NATURAL RESOURCES

MICHAEL R. STYLER
Executive Director

Division of Oil, Gas and Mining

JOHN R. BAZA
Division Director

October 3, 2011

Elizabeth Williams
Ashley Creek Properties
P.O. Box 58031
Salt Lake City, Utah 84158

Subject: Document Transmittal, Ashley Creek Properties LLC, Ashley Creek Mine, S/047/0105, Uintah County, Utah

Dear Ms. Williams:

On August 30, 2011, the Division of Oil, Gas and Mining approved the referenced mine project pending verification of reclamation of previous disturbance. Enclosed with this letter are copies of the signed reclamation contract and surety bond and of the approved additional pages for the Notice of Intention (NOI).

Thank you for your cooperation in completing this permitting action.

Sincerely,

Paul B. Baker
Minerals Program Manager

PBB:lah:pb

Attachment - Due diligence amendment to the NOI; Reclamation Contract and Surety Bond.

cc: SITLA, WStokes@utah.gov

Consultant - Abrown@norwestcorp.com

P:\GROUPS\MINERALS\WP\M047-Uintah\S0470105-AshleyCreek\final\TENT-4289,4303-10032011.doc



Utah Phosphate Company

September 12, 2011

Mr. Paul Baker
State of Utah, Department of Natural Resources
Division of Oil, Gas and Mining
1594 W. North Temple, Suite 1210
Salt Lake City, UT 84114-5801

Re: Surety for Permit No. S/047/0105

Dear Mr. Baker,

At the request of your staff, we have added the Permit Number to the surety bond submitted to you on August 22, 2011. I have initialed the changes on each page where the permit number has been added. It is our understanding that with this change, the surety for the above referenced permit is complete.

If you have any questions, please contact Cindy Emmons, Norwest, at 970-245-6552.

Sincerely,



Jon Goode
Vice President
Utah Phosphate Company

cc: Cindy Emmons, Norwest Corporation
Alan Haslam, Utah Phosphate Company
Chris Wilde, Utah Phosphate Company

Attachments: Copy of Surety Revision 1 – 9-12-11.pdf

RECEIVED

SEP 14 2011

DIV. OF OIL, GAS & MINING

FORM MR-SUR

May 24, 2006

Bond Number _____
Surety NAIC No. _____
Permit Number S/047/0105
Mine Name Ashley Creek

ATTACHMENT A
To
RECLAMATION CONTRACT
BETWEEN PRINCIPAL AND DIVISION

RECEIVED
SEP 14 2011
DIV. OF OIL, GAS & MINING

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
Division of Oil, Gas and Mining
1594 West North Temple Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
Telephone: (801) 538-5291
Fax: (801) 359-3940

RECEIVED
AUG 24 2011
DIV. OF OIL, GAS & MINING

THE UTAH MINED LAND RECLAMATION ACT

SURETY BOND

The undersigned Utah Phosphate Company, as Principal,
a Corporation organized under the laws of the State of Delaware and
Travelers Casualty and Surety Company of America, as Surety, a Corporation
organized under the laws of the State of Connecticut hereby jointly and severally bind ourselves,
our heirs, administrators, executors, successors, and assigns, jointly and severally, unto the State of
Utah, Division of Oil, Gas and Mining ("Division") and
(other agency, if any) in the penal sum of Sixteen Thousand Nine Hundred Sixty ---
dollars (\$ 16,960.00).

This Surety Bond is provided to secure the obligations of the Principal, as set forth by the terms
and conditions of the Reclamation Contract, and any addendums thereto, to reclaim lands that will be
affected by mining operations as identified in the Notice of Intention received, or approved if
applicable, by the Division on the 22 day of August, 20 11.

The lands that are covered by this Surety Bond are the Lands Affected by mining
operations as defined and described in the above Notice, and the Mining and
Reclamation Plan if required, subject to terms and conditions of the Reclamation
Contract.

The condition of this obligation is that if the Division determines that Principal has
satisfactorily reclaimed the disturbed lands in accordance with the Mining and Reclamation Plan or
Notice and has faithfully performed all requirements of the Mined Land Reclamation Act, and

Bond Number 1
Surety NAIC No. _____
Permit Number S/047/0105
Mine Name Ashley Creek

complied with the Rules and Regulations adopted in accordance therewith, then this obligation shall be void; otherwise it shall remain in full force and effect. Failure of the Principal to fulfill the obligations specified by the Mined Land Reclamation Act and the Rules adopted there under, and in accordance with the specification of the Principal's Mining and Reclamation Plan or Notice, may result in forfeiture of this bond in accordance with the applicable statutes and regulations.

If the Mining and Reclamation Plan or Notice provides for periodic partial reclamation of the lands affected, and if the lands are reclaimed in accordance with such Plan or Notice, Act and regulations, then Principal may apply for a reduction in the amount of this Surety Bond. In the converse, if the Mining and Reclamation Plan or Notice provides for a gradual increase in the lands affected or the extent of disturbance, then, the Division may require that the amount of this Surety Bond be increased, with the written approval of the Surety. The amount of reclamation surety may also be adjusted as a result of a periodic review by the Division, which shall take into account inflation/deflation based upon an acceptable Costs Index, or at the request of the operator.

This bond may be canceled by Surety after ninety (90) days following receipt by the Division and Principal of written notice of such cancellation. Written notice to the Division and Principal as required by this paragraph shall be provided by certified mail or by a courier service that provides proof of delivery by signature of the recipient. Surety's liability shall then, at the expiration of said ninety (90) days, cease and terminate except that Surety will remain fully liable for all reclamation obligations of the Principal incurred prior to the date of termination.

Principal and Surety and their successors and assigns agree to guarantee said obligation and to indemnify, defend, and hold harmless the Division from any and all expenses (including attorney fees) which the Division may sustain in the collection of sums due hereunder.

Surety will give prompt notice to Principal and to the Division of the filing of any petition or the commencement of any proceeding relating to the bankruptcy, insolvency, reorganization, or adjustment of the debts of Surety, or alleging any violation or regulatory requirements which could result in suspension or revocation of the Surety's license to do business.

Surety is licensed to do business in Utah and is rated by A. M. Best as A- or better or rated as having Financial Performance Rating (FPR) of 8 or better, and is listed in the U. S. Department of Treasury's Circular "570." Upon incapacity of the Surety by reason of bankruptcy, insolvency, or suspension or revocation of its license, or upon failure to maintain the A. M. Best or FPR rating and listing on Circular "570", Principal shall be without adequate bond coverage as required by the Division and shall have 120 days after notice to replace the bond with other bonds acceptable to the Division. If the Principal does not replace this surety bond as required, the Division may order cessation of mining operations and commence actions to enforce its rights against the Surety. The Surety's liability shall continue and the Surety will remain fully liable for all reclamation obligations of the Principal incurred until this surety bond is forfeited, or the conditions of this obligation have been satisfied.

Page 3
MR-SUR
Attachment A
(revised May 24, 2006)

Bond Number
Surety NAIC No.
Permit Number S/047/0105
Mine Name Ashley Creek

IN WITNESS WHEREOF, the Principal and Surety hereunto set their signatures and seals as of the dates set forth below.

UTAH PHOSPHATE COMPANY
Principal (Permittee)

JON GOODE, VICE PRESIDENT
By (Name and Title typed):

Jon Goode
Signature

August 22, 2011
Date

Surety Company
Travelers Casualty and Surety
Company of America
Surety Company Name

Leah Carter
Surety Company Officer

Attorney in Fact
Title/Position

Leah Carter
Signature

c/o Marsh Canada Limited
1100, 222 - 3 Ave SW
Street Address

Calgary, AB T2P 0B4 Canada
City, State, Zip

403-476-3562
Phone Number

August 18, 2011
Date

Page 4
MR-SUR
Attachment A
(revised May 24, 2006)

Bond Number] _____
Surety NAIC No. _____
Permit Number S/047/0105
Mine Name Ashley Creek

SO AGREED this _____ day of _____, 20 _____.

AND APPROVED AS TO FORM AND AMOUNT OF SURETY:

John R. Baza, Director
Utah State Division of Oil, Gas and Mining

***NOTE:** Where one signs by virtue of Power of Attorney for a Surety, such Power of Attorney must be filed with this bond. If the Operator is a corporation, the bond shall be executed by its duly authorized officer.

Page 5
MR-SUR
Attachment A
(revised May 24, 2006)

Bond Number _____
Surety NAIC No. _____
Permit Number S/047/0105
Mine Name Ashley Creek

AFFIDAVIT OF QUALIFICATION
*SEE ATTACHED POWER OF ATTORNEY DOCUMENT

On the _____ day of _____, 20____, _____
personally appeared before me, who being by me duly sworn did say that he/she, the said
_____ is the _____ of
_____ and duly acknowledged that said instrument was signed on behalf
of said company by authority of its bylaws or a resolution of its board of directors and said
_____ duly acknowledged to me that said company executed the same, and that
he/she is duly authorized to execute and deliver the foregoing obligations; that said Surety is authorized
to execute the same and has complied in all respects with the laws of Utah in reference to becoming
sole surety upon bonds, undertaking and obligations.

Signed: _____
Surety Officer

Title: _____

STATE OF _____)
) ss:
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public
Residing at: _____

My Commission Expires:

_____, 20____.



POWER OF ATTORNEY

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 223026

Certificate No. 004225922

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Mark Shaul, Tim Gale, Lois Innes, Leah Carter, and William Forsyth

of the City of Calgary, Alberta, State of Canada, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 12th day of November, 2010.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

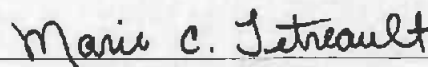
By: 

George W. Thompson, Senior Vice President

On this the 12th day of November, 2010, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2011.




 Marie C. Tetreault, Notary Public

EXPEDITE

AMENDMENT



State of Utah
DEPARTMENT OF COMMERCE
Division of Corporations & Commercial Code
Application Amending Authority to Conduct Affairs or Registration

RECEIVED
AUG 02 2011
Utah Div. of Corp. & Comm. Code

Non-Refundable Processing Fee: Check Here If:

- ☒ Foreign Profit Corporation \$37.00 ☐ Foreign Nonprofit Corporation \$37.00
☐ Foreign Limited Partnership \$37.00 ☐ Foreign Limited Liability Company \$37.00

File Number: _____

If the business name has changed its name in the home state, a copy of the Certificate of Amendment or a certified copy of the amendment must accompany this application.

1. Check either or both of the following which apply:

- ☒ The name of the entity is changing its name in Utah to the new name of the corporation in the home state.
☐ The name of the entity is being changed in Utah to comply with Utah State Insurance Regulations.

2. Amending the business name:

Current Name in Utah: North Acquisition Co.

Name of Home State: Delaware

Business entity name in home state: Utah Phosphate Company

*The entity shall use as its name in Utah: Utah Phosphate Company

If the name is not available in Utah the corporation shall use _____

*The entity shall use its name as set forth, unless this name is not available.

3. Amending the duration of the business existence

The businesses period of duration is changed to: _____

4. Purpose of the business Mineral exploration

5. Amending the state or country of incorporation/registration

The entity's state or country of incorporation/registration is changed to: _____

6. Under penalties of perjury, I declare this Application to Amend the Certificate of Authority or Registration to be, to the best of my knowledge and belief, true and correct.

[Signature]
Signature

President
Title

8/1/2011
Date

Under GSA 63-2-201, all registration information maintained by the Division is classified as public record. For confidentiality purposes, you may use the business entity physical address rather than the residential or private address of any individual affiliated with the entity.

Mailing/Faxing Information: www.corporations.utah.gov/contactus.html Division's Website: www.corporations.utah.gov

UT022 - 01-26-2004 CTS System Online

State of Utah
Department of Commerce
Division of Corporations and Commercial Code
I hereby certify that the foregoing has been filed
and approved on this 02 day of Aug, 20 11.
In this office of this Division and heretofore issued
This Certificate thereof.

Examiner to

Date 8-3-11



Kathy Berg
Kathy Berg
Division Director

Date: 08/02/2011
Receipt Number: 353721
Amount Paid: \$582.00

Delaware

PAGE 1

The First State

I, JEFFREY W BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "NORTH ACQUISITION CO ", CHANGING ITS NAME FROM "NORTH ACQUISITION CO " TO "UTAH PHOSPHATE COMPANY", FILED IN THIS OFFICE ON THE TWENTY-NINTH DAY OF JULY, A D 2011, AT 3 59 O'CLOCK P M

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS

4658421 8100

110874021

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock Secretary of State
AUTHENTICATION 8938325

DATE 08-01-11

State of Delaware
Secretary of State
Division of Corporations
Delivered 04 08 PM 07/29/2011
FILED 03 59 PM 07/29/2011
SRV 110874021 - 4658421 FILE

NORTH ACQUISITION CO
CERTIFICATE OF AMENDMENT
TO THE
CERTIFICATE OF INCORPORATION

NORTH ACQUISITION CO a corporation organized and existing under the General Corporation Law of the State of Delaware (the "Corporation") does hereby certify

1 The Corporation filed its original Certificate of Incorporation with the Secretary of State of the State of Delaware on February 23, 2009.


2 Item 1 of the Certificate of Incorporation (the "Certificate") is amended in its entirety to read as follows:

1 Name The name of the corporation is Utah Phosphate Company (the "Corporation").

3 The amendment of the Certificate was duly proposed and declared advisable by the Corporation's Board of Directors and adopted by the Corporation's stockholder in accordance with the provisions of Sections 228 and 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has signed this Certificate this 29th day of July, 2011.

NORTH ACQUISITION CO

By 
Name Ron A. Wilkinson
Title President

EXPEDITE

RECEIVED

JUN 22 2011

Use Div. 1000 & 10000

This form must be type written or computer generated.



State of Utah
Department of Commerce
Division of Corporations & Commercial Code
Application for Authority to Conduct Affairs for a Foreign Corporation

A certification of Good Standing/Existence from the State of Incorporation dated no earlier than ninety (90) days prior to filing with this office is attached to this application.

Non-Refundable Processing Fee:		<input checked="" type="checkbox"/> Profit \$70.00	<input type="checkbox"/> Nonprofit \$30.00	
1. Exact Corporate Name:		North Acquisition Co.		
2. A corporation of the state of:		Delaware	3. Date Incorporated:	
4. The corporation's period of duration is:		Perpetual	(usually perpetual)	
5. The address of the corporation's principal office is:		4542 S. Ulster Street, Suite 1700 Street Address Line 1 Street Address Line 2 City Denver State CO Zip 80237		
6. Who/What is the name of the Registered Agent (Individual or Business Entity or Commercial Registered Agent)?				
CBA Corporation System CBA Registration Number 7140008-0250				
The address must be listed if you have a non-commercial registered agent. What is a commercial registered agent?				
Address of the Registered Agent:				
City: Utah Street Address Required. PO Boxes can be listed after the Street Address State UT Zip:				
7. If the name is not available in Utah the corporation shall use as it's name: (Please refer to U.C.A. 16-10a-1506)				
8. The corporation commenced or intends to commence business in Utah on: Upon registration				
9. The names and addresses of the corporation's officers and directors are:				
Position:	Name	Address	City	State Zip
President	Ron A. Wilkinson	13131 Lake Fraser Dr. S.E.	Calgary, Alberta	T2L 7E8
Vice-President	Charles V. Magro	13131 Lake Fraser Dr. S.E.	Calgary, Alberta	T2L 7E8
Secretary	Gary J. Daniel	13131 Lake Fraser Dr. S.E.	Calgary, Alberta	T2L 7E8
Treasurer				
Director	Ron A. Wilkinson	13131 Lake Fraser Dr. S.E.	Calgary, Alberta	T2L 7E8
Director	Jon D. Goode	3010 Conda Road	Soda Springs	Idaho 83276
Director	Josh E. Regan	3010 Conda Road	Soda Springs	Idaho 83276
Director	Jon D. Goode	3010 Conda Road	Soda Springs	Idaho 83276
10. The business purposes to be pursued in Utah are: Any Lawful Purpose				
Under penalties of perjury, I declare that this application for Certificate of Authority has been examined by me and is, to the best of my knowledge and belief, true, correct and complete.				
Authorized Signer Signature: <i>Jon D. Goode</i> Title: Director / Vice President				
Optional Inclusion of Ownership Information: This information is not required.				
Is this a female owned business? <input type="checkbox"/> Yes <input type="checkbox"/> No				
Is this a minority owned business? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please specify: Select/Type the race of the owner here				
Under GRAMA (63-2-2011), all registration information maintained by the Division is classified as public record. For confidentiality purposes, you may use the business entity physical address rather than the residential or private address of any individual affiliated with the entity.				

Mailing/Faxing Information: www.corporations.utah.gov/contactus.html Division's Website: www.corporations.utah.gov

State of Utah
Department of Commerce
Division of Corporations and Commercial Code
I hereby certify that this application has been filed
and approved on this 22 day of June 2011
in this office of this Division and hereby issues
This Certificate.

Jon D. Goode
6/23/11



Jon D. Goode
Jon D. Goode
Division Director

Date: 06/22/2011
Receipt Number: 359963
Amount Paid: \$338.00

8032849

Delaware

PAGE 1

The First State

I, JEFFREY W BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "NORTH ACQUISITION CO " IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-FIRST DAY OF JUNE, A D 2011

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE

4658421 8300

110745491

You may verify this certificate online
at corp.delaware.gov/authver.shtml



Jeffrey W Bullock Secretary of State
AUTHENTICATION 8849976

DATE 06-21-11

NORWEST

CORPORATION

TRANSMITTAL LETTER

To: Penny Berry
Division of Oil, Gas & Mining
1594 W. North Temple, Suite 1210
Salt Lake City, UT 84116

DATE: August 24, 2011
PROJECT #: 5381
FROM: Aleta Brown

TYPE OF ITEMS SENT	# OF COPIES	DESCRIPTION OF ITEMS
Surety Bond	1	Surety Bond for Utah Phosphate Company, Operating Under Ashley Creek Properties LLC, Ashley Creek Mine S/047/0105

TRANSMITTED AS INDICATED BELOW:

☐ FOR APPROVAL ☐ APPROVED AS SUBMITTED ☐ FOR YOUR INFORMATION
☐ RETURN AFTER LOAN TO US ☐ RETURNED FOR CORRECTIONS ☐ AS REQUESTED
☐ FOR REVIEW AND COMMENT ☐ OTHER: _____

COMMENTS:

Please contact me with any questions or concerns.

Thank you,

Aleta Brown, 801-539-0044


SIGNATURE

CC:

Cindy Emmons, Norwest

Alan Haslam, Utah Phosphate Company

Jon Goode, Utah Phosphate Company

Jon Archer, Ashley Creek Properties LLC

RECEIVED

AUG 24 2011

DIV. OF OIL, GAS & MINING